

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

DANIEL JOYCE,
Individually and on behalf of a class of others
similarly situated,

Plaintiff,

v.

JOHN HANCOCK FINANCIAL SERVICES, INC.
SEVERANCE PAY PLAN and JOHN HANCOCK
FINANCIAL SERVICES, INC., as Administrator
and Fiduciary of the John Hancock Financial
Services, Inc. Severance Pay Plan,

Defendants.

Civil Action No. 05cv11428-WGY

**DEFENDANTS' ASSENTED-TO MOTION FOR LEAVE TO FILE A MEMORANDUM
OF LAW IN SUPPORT OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT
IN EXCESS OF PAGE LIMIT**

Defendants John Hancock Financial Services, Inc. Severance Pay Plan and John Hancock Financial Services, Inc. (collectively, "Defendants") hereby move the Court for leave to file a Memorandum of Law in Support of Defendants' Motion for Summary Judgment which is fifteen pages in excess of the twenty-page limit set out by Local Rule 7.1(b)(4). Plaintiff has assented to this Motion.

As grounds for their Motion, Defendants state that Plaintiff's First Amended Complaint and Demand for Jury Trial (the "Amended Complaint") alleges eight causes of action and contains 145 paragraphs concerning an employee welfare benefit plan—specifically, the John Hancock Financial Services, Inc. Severance Pay Plan—that is governed by the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001–1461 *et seq.* ("ERISA"). Plaintiff's claims

allege a claim for benefits under 29 U.S.C. § 1132(a)(1)(B), breach of fiduciary duty, various violations of ERISA, and a host of other counts.

Defendants intend to move for summary judgment pursuant to Federal Rule of Civil Procedure 56 with respect to each of the eight counts in the Amended Complaint on multiple grounds, many of which require extensive citation from ERISA, relevant case law, the Amended Complaint, the Plan, deposition testimony, and exhibits used during deposition testimony. Given the complexity of ERISA and the need to describe the provisions of the Plan and the process surrounding interpretation and application of the Plan, Defendants' Memorandum of Law in support of their Motion for Summary Judgment, which will not exceed thirty-five pages, will enable Defendants to elucidate more fully the several reasons supporting their Motion for Summary Judgment and provide thorough legal and record citations to the Court. The thorough briefing that Defendants will submit is intended to assist the Court in conserving its time and resources by providing citations and authorities that fully address the arguments raised in Defendants' Memorandum of Law in Support of Defendants' Motion for Summary Judgment.

For the foregoing reasons, Defendants respectfully request that the Court grant their Assented-To Motion for Leave to File a Memorandum of Law in Support of Defendants' Motion for Summary Judgment in Excess of Page Limit.

CERTIFICATE OF LOCAL RULE 7.1(A)(2)

The undersigned certifies that pursuant to Local Rule 7.1(A)(2) conference with Plaintiff's counsel for Plaintiffs, who assented to this Motion.

Respectfully submitted,

JOHN HANCOCK FINANCIAL
SERVICES, INC. and JOAN M. DICICCO

By their attorneys,

/s/ Erin N. Jackson_____

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Dated: June 21, 2006

CERTIFICATE OF SERVICE

I, Erin N. Jackson, hereby certify that on June 21, 2006 Defendants' Assented-To Motion for Leave to File A Memorandum of Law in Support of Defendants' Motion for Summary Judgment in Excess of Page Limit was filed through the ECF system and will be sent electronically to the registered participants as identified in the Notice of Electronic Filing (NEF), and paper copies will be sent to those indicated as non-registered participants on this date.

Date: June 21, 2006

/s/ Erin N. Jackson_____

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